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7 **UNITED STATES DISTRICT COURT**

8 **EASTERN DISTRICT OF CALIFORNIA**

9

10 JONATHAN GROVEMAN,

11 Case No.: 2:24-cv-01421-DJC-AC

12 Plaintiff,

13 vs.

14 **AM. COMPLAINT**

15 REGENTS OF THE UNIVERSITY OF
16 CALIFORNIA, MICHAEL V. DRAKE, GARY
S. MAY, MARY CROUGHAN, RENETTA
GARRISON TULL, CLARE SHINNERL,
PABLO REGUERIN, AND DOES 1-10,

17 Defendants.

18

19 **JURISDICTION & VENUE**

20

21 1. Plaintiff brings this action pursuant to 42 U.S.C. § 1983, 42 U.S.C. § 2000d et seq., and
22 42 U.S.C. § 12131 et seq.

23 2. Jurisdiction is conferred on this Court by 28 U.S.C. §§ 1333(a)(3) and 1333(a)(4), which
24 provide for original jurisdiction of suits brought pursuant to 42 U.S.C. § 1983.
25 Jurisdiction is also conferred on this Court by 28 U.S.C. § 1331 because the causes of
26 action arise under the Constitution and laws of the United States.

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1 3. Venue is proper in this Court pursuant to 28 U.S.C. § 1331(b) because, upon information
2 and belief, Defendants reside in the Eastern District of California and may be found and
3 served in the Eastern District of California, and because a substantial part of the events,
4 acts, or omissions giving rise to these claims arose in this District, County of Yolo.
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6 **PARTIES**
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8 4. Plaintiff **Jonathan Groveman** is a resident of Davis, California, County of Yolo, and a
9 member of the UC Davis community.

10 5. Defendant **Regents of the University of California** is a public agency within the
11 meaning of Cal. Gov't Code § 7920.525(a) and is empowered under the California
12 Constitution, Article IX, Section 9, to administer the University of California.
13

14 6. Defendant **Michael V. Drake** is sued in his official capacity as President of the University
15 of California. As President, Defendant Drake oversees the University of California
16 system, including UC Davis. Allowing the Encampment (defined in paragraph 12 below)
17 that is the focus of this complaint is ultimately his responsibility; on information and belief
18 he was aware of it and of the way in which it both dominated and thwarted access to the
19 campus, and he chose to allow it to continue. By way of Plaintiff's contact with Regents
20 Police representative Wade Stern, police were primed to intervene regarding the
21 Encampment numerous times but were "waived off" by the Regents. On information and
22 belief, this is a legacy of the "Pepper Spray" incident in which the UC Davis police used
23 pepper spray against student demonstrators in a 2011 "Occupy movement" demonstration
24 on campus to great public outcry leading to protestations by then current UC Davis
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1 Chancellor Linda Katehi that the police had acted against her orders. The message
2 “remember the pepper spray” was posted at the entrance to the Encampment.

3 7. Defendant **Gary S. May** is sued in his official capacity as the Chancellor of UC Davis
4 and in his individual capacity. As Chancellor, Defendant May is the Chief Executive
5 Officer for the Davis campus. His duties include setting the policies, goals, and strategic
6 direction for his campus, consistent with those of the University. Allowing the
7 encampment that is the focus of this complaint is in significant part his responsibility; on
8 information and belief he was aware of it and of the way in which it both dominated and
9 thwarted access to the campus, and he chose to allow it to continue pursuant to the official
10 policy of Regents. In the exercise of his responsibility, May was constrained by no specific
11 policies nor regulations that dictated his response to the Encampment, described below; his
12 response was his own, making him personally complicit in the deprivation of Plaintiff’s
13 rights. On information and belief, May negotiated with the group that came to be known as
14 the Davis Popular University for the Liberation of Palestine (“PULP”) in advance of the
15 Encampment being set up regarding its location, supplanting of the Whole Earth Festival
16 that historically had taken place at that time and location – all outside of his authority. On
17 information and belief, as presented publicly by Davis Popular University for the
18 Liberation of Palestine (“PULP”) May subsequently reached a “settlement” with the
19 Regents – a settlement that was also outside of his authority. Plaintiff directly sought
20 redress from May for the actions detailed herein through his chief counsel Mike Sweeny
21 and Chief of Police Joe Farrow, along with the Director of Support Services Christina
22 Blackman. May never responded to Plaintiff.
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1 8. Defendant **Mary Croughan** is sued in her official capacity as Provost and Executive Vice
2 Chancellor of UC Davis and in her individual capacity. Defendant Croughan is
3 responsible for UC Davis' day-to-day operations, as well as the planning, quality, and
4 delivery of education provided to UC Davis' students, parents, alumni, and to the Davis
5 community as a whole. Allowing the encampment that is the focus of this complaint is in
6 significant part her responsibility; on information and belief she was aware of it and of the
7 way in which it both dominated and thwarted access to the campus, and she chose to allow
8 it to continue pursuant to the official policy of Regents. In the exercise of her responsibility,
9 Croughan was constrained by no specific policies nor regulations that dictated his response
10 to the Encampment, described below; her response was her own, making her personally
11 complicit in the deprivation of Plaintiff's rights. According to defendant Reguerin, the
12 Provost's office "took the lead" in fielding and addressing concerns arising out of the recent
13 Israel-Palestine conflict; such a portfolio necessarily includes the Encampment.

14 9. Defendant **Renetta Garrison Tull** is sued in her official capacity as Vice Chancellor for
15 Diversity, Equity and Inclusion and Co-Chair, Next Generation Campus Safety Task
16 Force and in her individual capacity. Allowing the encampment that is the focus of this
17 complaint is in significant part her responsibility; on information and belief she was aware
18 of it and of the way in which it both dominated and thwarted access to the campus, and she
19 chose to allow it to continue pursuant to the official policy of Regents. In the exercise of
20 her responsibility, Tull was constrained by no specific policies nor regulations that dictated
21 her response to the Encampment, described below; her response was his own, making her
22 personally complicit in the deprivation of Plaintiff's rights. On information and belief,
23 based upon both her public statements from 2021 and her recent conspicuous silence, Ms.
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1 Tull believes that anti-Zionism has nothing to do with antisemitism and that expression
2 thereof is inherently not problematic under the First Amendment, and that expressing
3 concern about the Encampment is inherently Islamophobic, that such beliefs have
4 underscored her personal permission for the Encampment, and that her position is factually
5 and legally unsupportable.

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7 10. Defendant **Clare Shinnerl** is sued in her official capacity as Vice Chancellor for Finance,
8 Operations & Administration and in her individual capacity. Allowing the encampment
9 that is the focus of this complaint is in significant part her responsibility; on information
10 and belief she was aware of it and of the way in which it both dominated and thwarted
11 access to the campus, and she chose to allow it to continue pursuant to the official policy of
12 Regents. In the exercise of her responsibility, Shinnerl was constrained by no specific
13 policies nor regulations that dictated her response to the Encampment, described below; her
14 response was her own, making her personally complicit in the deprivation of Plaintiff's
15 rights. Shinnerl's portfolio includes safety on campus; on information and belief she was
16 aware of the violent aggression (including stabbing with umbrella points) with which
17 certain participants in the Encampment fended off interlocutors or documenters from the
18 UC Davis community and did nothing about it.

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20 11. Defendant **Pablo Reguerin** is sued in his official capacity as Vice Chancellor for Student
21 Affairs and in his individual capacity. Allowing the encampment that is the focus of this
22 complaint is in significant part his responsibility; on information and belief he was aware of
23 it and of the way in which it both dominated and thwarted access to the campus, and he
24 chose to allow it to continue pursuant to the official policy of Regents. In the exercise of his
25 responsibility, Reguerin was constrained by no specific policies nor regulations that

1 dictated his response to the Encampment, described below; his response was his own,
2 making him personally complicit in the deprivation of Plaintiff's rights. Reguerin was a
3 fixture at the Encampment, lending both protection to it and encouragement to its
4 participants, UC Davis affiliates or no. On at least one occasion he accused protestors
5 among whose group is Plaintiff of exacerbating tensions on campus by documenting PULP
6 activity, while he was visibly and demonstrably collegial to those within the Encampment.
7 According to May, the office headed by defendant Reguerin is tasked with explaining
8 responsible speech; in this role he has served to foster divisions rather than bring the parties
9 together.

12 **FACTS**

14 12. By May 7, 2024, UC Davis allowed an encampment (the "Encampment") to be situated
15 at the Quad, at the very center of campus life and transit. On information and belief, this
16 was not done in accord with either Policy 400-10 (no overnight camping without
17 permitting) or Policy 270-20 (permitting reservations).
18
19 13. Any student or member of the public wishing to traverse the campus through its central
20 artery became compelled to encounter the Encampment and interact physically and
21 emotionally with it.
22
23 14. The Encampment has been comprised of individuals who are vehemently opposed to the
24 existence of the State of Israel, to any self-determination for Jews living in what is
25 presently the State of Israel, the West Bank or the Gaza Strip, or any part of the British
26 Palestinian Mandate historically occupied by Jews, proposed as a state for Jews, accepted

1 as a state for Jews, and fought for as a state for Jews (often phrased as “From River to
2 Sea”), and to the residence of anyone of Jewish within this land, whether by intent or effect.

3 15. The Encampment has been comprised of individuals who are vehemently supportive of
4 Hamas and its express desire to extinguish not just Israeli life within the geographic
5 boundaries of the Israeli state but wherever they may live, whether in Israel proper or the
6 West Bank or Gaza Strip, but even Israelis and Jews wherever they may live in the world.
7 This is the text of the charter of Hamas, and it is the meaning of “Globalize the Intifada.”

8 16. On information and belief, a significant number of the individuals who participated in the
9 Encampment were/are not UC Davis students or members of the university community.

10 17. By May 7, 2024, the Encampment was an exclusive zone, welcoming and tolerant only of
11 like-minded extremists. The Encampment was maintained as a “Zionist-free zone” from
12 which Zionists and those suspected of being Zionists were excluded and/or blocked. Any
13 students or members of the public wanting to engage with the Encampment who did not
14 express alliance with the Encampment’s cause were rebuffed by furious personal attack,
15 including by halting with hands on arms or bodies, by shoving, by weaponized umbrellas
16 jabbed towards the face, and by screaming racially and ethnically charged invectives.

17 18. By May 8, 2024, the Encampment was walled off on its southern side, creating a physical
18 barrier to enhance the social barrier and eliminating the possibility for anyone to cross
19 campus through the Quad.

20 19. On or about June 20, 2024, around the close of the school year, the individuals responsible
21 for the Encampment began to dismantle it. They did so following negotiations with
22 Defendants to secure demands that were posted at the entryway during the first week that
23 erected the encampment, including: “Disclose and Divest: End UC Complicity” and “Total
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1 Academic and Cultural Boycott (Cancel Koret study abroad)," which demanded U.C.
2 Davis to cut its ties to the State of Israel, and challenging the UC Davis veterinary school's
3 "racist Zionist faculty members." As reported by the Davis Popular University for the
4 Liberation of Palestine, these meetings "began a process for soliciting and implementing
5 student feedback on the UC Davis Foundation's existing and potential future factors that
6 could bar investments ..." among other topics, while avoiding any written commitments.
7 As reported by Chancellor Gary May: "The university facilitated a meeting between PULP
8 student leaders and UC Davis Foundation trustees, who provided information about the
9 University of California's investment principles and processes. In another meeting,
10 representatives of the UC Davis Academic Senate provided insight into the ways faculty
11 research is funded and the autonomy and academic freedom of individual researchers. In
12 another meeting, leaders from the School of Veterinary Medicine shared the history and
13 principles underlying the school's collaboration with a similar school in Jerusalem."

14
15 20. Concerning the future semester(s), Chancellor May stated: "We remain committed to
16 ongoing discussions with our students, transparency in university operations, and
17 supporting students' rights to express their viewpoints. While we decry the loss of innocent
18 life on both sides of this war, including in Israel, we acknowledge the efforts of our
19 students to peacefully protest the humanitarian crisis and staggering loss of life in Gaza, the
20 West Bank and Palestine. Protesting immense human suffering and destruction should not
21 be conflated with hatred or intolerance."

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23
24 **PLAINTIFF**

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26 21. Plaintiff is on the UC Davis campus regularly. There are a number of activities that bring
27 him there throughout each month. These include, but are not limited to, activities related
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1 to his full-time job (meetings and events), events related to his family (his daughter plays
2 in the Davis high school orchestra and they are regularly on campus), exercise, and other
3 non-work related campus events that he is eager to participate in.
4

5 22. Plaintiff was on campus on May 7 to provide support to the counter dialogue against the
6 Encampment and to support Jewish faculty and staff. He attempted to get from the North
7 side of the Quad path to the South side. There were "guard stations" set up on both sides
8 and blocked. He said he needed to walk to the other side and was told to "go around". He
9 explained that he is a disabled veteran and that he needed to stay on the concrete, stable
10 footpath. Once again, he was told to "go around." He asked to speak to the student in
11 charge of the Encampment, at which point he was accused of being a "Zionist," was told
12 "Zionists are not welcome," and to "go away." He was struck twice in the face with the
13 sharp end of an umbrella.
14

15 23. Having been near the Quad and its path multiple times, Plaintiff is regularly labeled a
16 "Zionist" and not allowed to get within 20' of the guard post. He sent an email to UCDPD
17 Chief Farrow and the UCD Chancellor May about the incident.
18

19 24. As everyone within the encampment had their faces completely concealed by head cloths,
20 there is no way for Plaintiff to identify anyone involved in thwarting his access or hitting
21 him. Only two people within the Encampment are identifiable - Hannah Zeltzer and
22 Stanford McConnehey - but neither were the two he encountered at the "guard post".
23

24 25. Due to Plaintiff's Veterans Administration service-connected disability, Plaintiff needs to
25 refrain from activity on uneven surfaces. Navigating on the grass, and even on
26 decomposed granite paths, puts him at risk. He is VA-rated for both knees, his lower and
27 upper back areas, and he has Meniere's Disease, which gives him spells of vertigo.
28

1 26. On May 10th, and again on May 14, Plaintiff wrote to UC Davis Chief Counsel Mike
2 Sweeney. Mr. Sweeny did not respond. On May 17, Plaintiff received a response from
3 Wendi Delmendo, UC Davis' Chief Compliance Officer in her role as ADA Coordinator. In
4 this response, UC Davis accepted that the path through the Quad was inaccessible and told
5 Plaintiff he was required to use a different path.

6 27. On information and belief, student groups hostile to what they call Zionism and supportive
7 of the military and political aims of Hamas have been gathering throughout the United
8 States this summer to determine how best to continue protests, including encampments, in
9 the upcoming Fall semester and beyond. News reports quote students involved in
10 encampments threatening that encampments will return if universities do not accede to
11 their demands. Based upon the results of the negotiation on or about June 20, 2024 that led
12 to the dismantling of the Encampment, as reported above, there is every reason to believe
13 that both the Encampment and the negotiations will continue at UC Davis this Fall.

14 28. On August 19, 2024, Michael Drake, President of the University of California, wrote to the
15 chancellors of each of the University of California campuses, including UC Davis,
16 "directing each campus to provide, in a single document or webpage, a compilation of
17 existing policies that most commonly apply to protest and demonstration activity. This
18 information must be made available prior to the Fall 2024 academic term and include the
19 following policy requirements:
20
21 • Camping or encampments: Policies must clarify that no person shall camp, set up or
22 erect a campsite, or occupy a tent or other temporary housing structure on University
23 property, unless specifically pre-approved.
24
25 • Unauthorized structures: Policies must clarify that no person shall erect, build,
26 construct, set up, establish and/or maintain unauthorized structures on University
27 property.
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1 • Restricting free movement: Policies must clarify that no person shall restrict the
2 movement of another person or persons by, among other means, blocking or obstructing
3 their ingress or egress of roadways, walkways, buildings, parking structures, fire lanes,
4 windows, doors or other passageways to university property, or otherwise denying a
5 person access to a University facility or space.

6 • Masking to conceal identity: Policies must clarify that no person shall wear a mask or
7 personal disguise or otherwise conceal their identity with the intent of intimidating any
8 person or group, or for the purpose of evading or escaping discovery, recognition, or
9 identification in the commission of violations of law or policy.

10 • Refusal to reveal identity: Policies must clarify that no person shall refuse to identify
11 themselves while on University property to University officials who are acting in the
12 performance of their duties in situations where assistance or intervention is needed.
I expect that most of our campuses have existing policies that cover the areas listed
above. To the extent that this is not the case at your campus, your campus should develop
and/or amend policies as soon as possible. Please note that the policy descriptions above
are intended to be illustrative, and your own policies may use different language to
achieve the same effect.

13 29. The UC Davis academic year begins Monday, September 23. As of today, Wednesday,
14 September 4, neither Defendant May nor any administrator at UC Davis has embraced the
15 direction of Defendant Drake and the Regents regarding the development and/or
16 enforcement of such regulations or policies.

17 30. UC Davis' website "freespeeеч.ucdavis.edu/learn/policies" provide links to policies but a
18 search for "encampment," "camping," and "overnight" yields "no results." So too
19 regarding a search for "mask" or "masking."

20 31. There is a new policy addressing "overnight camping," to be sure. *See* PPM 400-01
21 (IV.B.2.f), 8/21/24. On its face, this would appear to address the Regents' recent direction
22 "that no person shall camp, set up or erect a campsite, or occupy a tent or other temporary
23 housing structure on University property, unless specifically pre-approved" (*see*
24 paragraph 28 above). But UC Davis had such a policy in place during the Encampment.
25 *See* Section 400-01, dated 8/30/14, reissued 9/19/19 (IV.B.2.h), "Use of University

1 properties for overnight camping is generally prohibited absent express permission by the
2 University (see Section 270-20).” On information and belief, UC Davis didn’t grant
3 express permission for the Encampment under Section 270-20 yet embraced the
4 Encampment anyway, contrary to policy. Nothing has changed: it’s *still* against policy –
5 there is no reason to think one policy will be enforced where the other was not, especially
6 since the new UC Davis policy enumerates no consequences for an Encampment in
7 violation of policy.

8

9 32. More, the policies are expressly limited to RSOs. Davis Popular University for the
10 Liberation of Palestine is not presently a registered student organization at UC Davis.

11

12 33. Nor, in Defendant May’s statement upon the dismantling of the Encampment, say May that
13 students had violated any regulation or policy of the UC Davis; by contrast, he exclusively
14 lauded the behavior of Encampment participants and touted his ability to negotiate
15 fruitfully with them, stating “We remain committed to ongoing discussions with our
16 students, transparency in university operations, and supporting students’ rights to express
17 their viewpoints.” This statement, combined with May’s silence regarding the recent
18 Regents’ directives, speaks volumes about his likely approach to future conflict – more of
19 the same.

20

21 34. There is a conflict of interest between Defendant May’s role with UC Davis and his
22 membership on the board of directors of Leidos, a company that works with the Israeli
23 Ministry of Defense. Note: Plaintiff does not say that there is *anything* wrong with May’s
24 board membership – just that it subjects him to repeated personal scrutiny (to resign from
25 Leidos or as chancellor) and specifically to calls for him to resign and distance himself
26 from the company. On information and belief, May tries to thread the needle between
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1 appearing to be supportive of Jewish/Israeli/those perceived as Zionists, because of the risk
2 of heightening his personal exposure through Leidos, on the one hand, and supportive of
3 what he would like to characterize as the free speech rights of those involved in the
4 Encampment, on the other hand, which serves to insulate him from this personal exposure.

5 35. Indeed on or about November 7, Defendant May had told Students for Justice in Palestine
6 criticizing his Leidos board membership as supporting genocide that while he didn't
7 support genocide, the war in Gaza itself was "genocide" and that he would support SJP
8 students "through this genocide." When confronted with evidence and argument that there
9 was, in fact, no genocide taking place in Gaza, Defendant May showed he did not actually
10 care about either the truth or the effect of embracing that word on campus, saying "Okay, I
11 will use that word if it helps me get to my next talking point."

12 36. In short, if indeed UC Davis has attempted to comply with the Regents' recent directive,
13 it has done so in a way to maximize its ability to allow an encampment as before out of
14 its sympathy to one particular viewpoint over those of others and not put any safeguards
15 in place to protect against an encampment that dominates campus, interferes with campus
16 access, or otherwise is in violation of UC Davis policy.

17 **COUNT I**

18 **Violation of 42 U.S.C. § 1983 (Equal Protection Clause)
(on Behalf of Plaintiff Against Individual Defendants)**

19 37. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs 1-
20 36.

21 38. Under the Fourteenth Amendment to the United States Constitution, a State shall not
22 "deny to any person within its jurisdiction the equal protection of the laws." Defendants,
23 in their official capacities, work for the State. In their official capacities, and (with the
24

1 exception of Defendant Drake) in their personal capacities, Defendants have deprived
2 Plaintiff of equal protection of the laws, as secured by the Fourteenth Amendment,
3 through a policy and practice that treats Plaintiff differently because Plaintiff is Jewish,
4 has family that is Jewish, and identifies with Zionism. Plaintiff was denied access to the
5 public space he calls home and its community, and that is because Defendants reserved it
6 for a small set of extremists.

8 39. Specifically, Defendants have selectively chosen not to enforce the official policies of UC
9 Davis and the University of California generally, including antidiscrimination policies,
10 codes of conduct, requirements for founding, maintaining and enforcing rules on campus
11 organizations, overnight camping, and requirements permitting, and other time, place and
12 manner restrictions, all designed to make the UC Davis campus a place for the robust and
13 respectful free expression of ideas instead of holding it hostage to, and effectively adopting,
14 only one extremist view. Defendants have knowingly permitted individuals in the
15 Encampment to be and remain masked, interfering with the enforcement of UC Davis
16 policies and threatening to those who approach them or who are compelled to keep their
17 distance. Defendants are aware that enforcement of existing policies would permit an
18 encampment, if at all, in a way that did not condone one small group's taking over the
19 campus itself to the exclusion of those with which it disagrees.

20 40. As a result of Defendants' conduct, Plaintiff has suffered significant injuries. This includes
21 emotional distress for assault and battery, not to mention harassment, as well as for the
22 imposition upon Plaintiff of second-class inferior status by the State institution he calls
23 home.

24 **COUNT II**

25 **Violation of 28 U.S.C. § 1983 (Free Exercise Clause)**

(On Behalf of Plaintiff Against Individual Defendants)

41. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs 1-40.
42. Under the Fourteenth Amendment to the United States Constitution, the State may not thwart the right to express one's religious identity freely. The Free Exercise Clause of the First Amendment guarantees "the right to ... profess whatever religious doctrine one desires." *Employment Div., Dept. of Hum. Res. of Or. v. Smith* 494 U.S. 872, 877 (1990).
43. In their official capacities, and (with the exception of Defendant Drake, in their individual capacities), Defendants have deprived Plaintiff of the right to express his Jewish identity freely, and in particular his view of Zionism, through allowing the Encampment to thwart religious dialog and rebuff any discussion that would recognize the possibility of either a Zionist viewpoint, whether intrinsic to Jewish religious belief or otherwise.
44. As a result of Defendants' establishment and toleration of the Encampment, as situated and allowed, Plaintiff was unable to access campus political life due to his religious identity and his Zionist viewpoint, infused by his religion, where he would like to engage so as to express both.
45. Defendants recognize that they have established, encouraged, and refused to constrain the Encampment so that it likely interferes with the Free Exercise Clause in order to present a pro-student and pro-protest image, along with sympathy to the Palestinian cause over that of Israelis, Jews and Zionists.
46. As a result of Defendants' conduct, Plaintiff suffered significant injuries. This includes emotional distress for assault and battery, not to mention harassment, as well as for the

1 imposition upon Plaintiff of second-class inferior status by the State institution he calls
2 home.

3 **COUNT III**

4 **Violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.**
5 **(On Behalf of All Plaintiff Against All Defendants)**

6 47. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs 1-
7 46.

8 48. UC Davis receives financial assistance from the U.S. Department of Education and is
9 therefore subject to suit under Title VI of the Civil Rights Act of 1964.

10 49. That Act states: “No person in the United States shall, on the ground of race, color, or
11 national origin, be excluded from participation in, be denied the benefits of, or be
12 subjected to discrimination under any program or activity receiving Federal financial
13 assistance.” 42 U.S.C. § 2000d.

14 50. The establishment and toleration of the Encampment, as situated and allowed, violated
15 Title VI because the individuals of the Encampment believe that Jews and Israelis are a
16 race, that Jews and Israelis are inherently “white” of color, especially to the extent they
17 identify with Zionism, and that Jews and Israelis have a “national origin” from anywhere
18 that is not presently the State of Israel, most often identified as originating in Eastern
19 Europe.

20 51. Discrimination against Jews themselves is likewise prohibited under Title VI of the Civil
21 Rights Act of 1964, as reflected in numerous written policies of the Department of
22 Education’s Office for Civil Rights. On November 7, 2023, OCR issued a new Dear
23 Colleague Letter, reminding schools that receive federal financial assistance that they
24 have a responsibility to address discrimination against Jewish, Muslim, Sikh, Hindu,
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1 Christian, and Buddhist students, or those of another religious group, when the
2 discrimination involves racial, ethnic, or ancestral slurs or stereotypes; when the
3 discrimination is based on a student's skin color, physical features, or style of dress that
4 reflects both ethnic and religious traditions; and when the discrimination is based on
5 where a student came from or is perceived to have come from, including discrimination
6 based on a student's foreign accent; a student's foreign name, including names commonly
7 associated with particular shared ancestry or ethnic characteristics; or a student speaking
8 a foreign language. . . Harassing conduct, the letter made clear, could be verbal or physical
9 and need not be directed at a particular individual.

10

11 52. OCR makes clear that the illegal "harassment" that "creates a hostile environment" is that
12 which "limits or denies a person's ability to participate in or benefit from the recipient's
13 education program or activity."

14 53. Plaintiff was unable to either participate in or benefit from political debate that is an
15 essential part of the academic environment assured by UC Davis' receipt of federal funds.
16 Separately, Plaintiff could not access any part of the campus as all students and members
17 of the community should, with the Quad and main artery of campus access cut off by the
18 Encampment.

19 54. As a result of Defendants' establishment and toleration of the Encampment, as situated
20 and allowed, Plaintiff was unable to access, participate in and benefit from campus
21 political life due to his religious identity and his Zionist viewpoint, infused by his
22 religion, where he would like to engage so as to express both.

23 55. Defendants recognize that they have established, encouraged, allowed and refused to
24 constrain the Encampment so that it interferes with Title VI in order to present a pro-

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1 student and pro-protest image, along with sympathy to the Palestinian cause over that of
2 Israelis, Jews and Zionists.

3 56. As a result of Defendants' conduct, Plaintiff suffered significant injuries. This includes
4 emotional distress for assault and battery, not to mention harassment, as well as for the
5 imposition upon Plaintiff of second-class inferior status by the State institution he calls
6 home.

7 57. Without a declaration that the Encampment, as allowed, violated the law, it is likely that a
8 similar Encampment will be established this Fall.

9
10 **COUNT IV**

11 **Violation of Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131 et seq.**
12 **(On Behalf Plaintiff Against All Defendants)**

13 58. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs 1-
14 57.

15 59. Plaintiff is a disabled person as defined in 42 U.S.C § 12102, as he has "a physical
16 impairment that substantially limits one or more major life activities." Specifically,
17 Plaintiff has an impairment that requires him to walk on even and stable ground, such as
18 pavement. He cannot walk safely on grass, so he could not circumvent the Encampment.
19 He cannot walk safely on the decomposed granite surface that constitutes many of the
20 paths surrounding and accessing UC Davis. He needs the smooth and stable path of
21 asphalt or concrete, which is precisely what the main artery through the Quad provides
22 and was blocked by the Encampment.

23 60. Because of the blockade at the center of campus, Plaintiff was "excluded from
24 participation in" and "be[en] denied the benefits of the services, programs, or activities of
25 a public entity."

1 61. As a result of Defendants' conduct, Plaintiff suffered significant injuries. This includes
2 emotional distress for assault and battery, not to mention harassment, as well as the
3 imposition upon Plaintiff of second-class inferior status by the State institution he calls
4 home.
5

6 **PRAYER FOR RELIEF**
7

8 WHEREFORE, Plaintiff respectfully requests that this Court order the following relief:
9

10 A. Declaratory judgment that the Encampment as allowed violated the Equal Protection
11 Clause, that the Encampment as allowed violated the Free Exercise Clause, that the
12 Encampment as allowed violated Title VI and that the Encampment as allowed violated
13 the ADA.
14 B. Because without this Court's intervention, the Encampment is likely to resume in the
15 Fall, an injunction is required enjoining Defendants from permitting any Encampment to
16 obstruct the central artery of UC Davis and the Quad so as to violate the Equal Protection
17 Clause, from permitting any Encampment to obstruct the central artery of UC Davis and the
18 Quad so as to violate the Free Exercise Clause, from permitting the Encampment to obstruct
19 the central artery of UC Davis and the Quad so as to violate Title VI, and from permitting the
20 Encampment to obstruct the central artery of UC Davis and the Quad so as to violate the
21 ADA.
22 C. Compensatory financial relief.
23 D. Punitive and/or exemplary damages.
24 E. Nominal damages, both in an amount sufficient to compensate for violation of Plaintiff's
25 legal rights, and on a daily basis, for the period of the Encampment.
26
27
28

1 F. Plaintiff's reasonable attorneys' fees pursuant to statute.
2 G. Any other relief which this Court may deem just and proper.

3 **JURY DEMAND**

4 Plaintiffs respectfully request a jury trial on all issues triable thereby.
5

6 Dated this 4th of September, 2024.
7

8 /s/ David M. Rosenberg-Wohl
9

10 David M. Rosenberg-Wohl
11

12 HERSHENSON ROSENBERG-WOHL
13 A PROFESSIONAL CORPORATION
14